

NON-LIABILITY TO THE HOUSE TAX OF DWELLINGS FOR THE LABOURING CLASSES.

WHEN BUILT IN BLOCKS, WITH DISTINCT ACCESS FROM THE OPEN AIR TO EACH TENEMENT.

The Commissioners of Assessed Taxes for the division of St. Giles-in-the-Fields and St. George's, Bloomsbury, having confirmed an assessment of window-duty, at the rate of 55l. 3s. 6d. per annum, made by their surveyor on the model houses built by the Society for improving the Condition of the Labouring Classes, in Streatham-street, Bloomsbury, an appeal was made against the same, on the ground that the building is not one dwelling-house, but that the tenements are distinct and separate dwellings, each having its own outer door, and the only access to them being by galleries or corridors, open to the air, and approached by an open staircase, which is not connected with the separate tenements otherwise than as a roadway to the galleries; that each set of rooms has not more than five windows; that the buildings have been constructed as models of dwellings for the labouring classes, in localities where it is of the utmost importance, from the very high price of land, to economise space, and at the same time to make them separate tenements, and, as such, not liable to the payment of the window-tax.

This appeal made to her Majesty's judges having been considered by them, their opinion has been given that the assessment was wrong, and the amount of the assessment paid by the society is to be repaid forthwith.

The importance of this decision, since the window-tax has been repealed, is, that it must be considered conclusive as to the non-liability to the house tax of dwellings for the labouring classes similarly constructed to those in Streatham-street. It has been apprehended that this tax would bear heavily on all piles of model houses for the labouring classes, even if built on the small scale of those exhibited by H. R. H. Prince Albert at the Great Exhibition: they will now of course be exempt, as their arrangement is similar in principle to these Streatham-street houses.

FOREIGN ARCHITECTURAL AND ARTISTICAL INTELLIGENCE.

National Society of the Antiquaries of France.—This society held its anniversary meeting on the 9th inst., when Messrs. J. H. Vincent, de Lasteyrie, &c., were elected officers for the ensuing year. Amongst the foreign corresponding associates nominated are Messrs. Thomas Wright, of London; Thiersch, of Munich; Zumpt, of Berlin; Delgado, Madrid; Sacchi and Marchi, Rome.

The Château of Ham.—This now noted building was erected in its present state by Odon IV. in 1216, on the place of a castle dating probably from the time of the Romans. The principal tower of this bastille is called "La Tour du Connétable de St. Pol." For the last thousand years this castle has served as a state prison, and some of its memorable inhabitants were Charles the Simple, king of France, in 923; Louis XI. king of France, in 1470; Mirabeau, 1782, &c. Its external appearance is quite in keeping with the mediæval period in which it was erected.

Completion and Systematisation of the Telegraphic Lines in France.—The French government have decided on the completion of their telegraphic wires not only along the lines of railways, but also on the ordinary roads, so as to make all the territory of the republic participate in this new system of communication. Up to the present time nine great telegraphic lines have been either completed or are in course of construction.

The Capitol at Washington.—"The loss of the library is a catastrophe, as far as America is concerned,—perhaps even so concerning the literature of the world. It is not generally known, that this establishment entertained especial agents in the principal towns of Europe. One of these was our consul, O. Rich, in London, who, for several years past, had purchased books to the amount of 1,000l.

every year—a large sum to be expended, especially in cheap German and French works! But Mr. Rich went further, and had, a few years before his death, purchased the famous *Bibliotheca Americana* of M. Ternaux, of Paris—a collection unmatched for the completeness and rarity of books of that special department. Much of it was purchased through Baron Humboldt for the Royal Library of Berlin; another portion went to the collection of the capitol. If this has been burnt, irretrievable loss has been sustained. One thing is certain, that our present luxuriousness (*Verweichung*), and the construction of our large buildings, are irreconcilable with their safety. A hundred years ago the capitol would have had a number of chimneys—and there the matter rested. Now we must have a temperate temperature all over the building. Hence pipes and flues, and warm air apparatus, &c. Such, however, seems, as their last catastrophe also proves, incompatible with the use of any particle of wood in the construction—an important theme for modern builders."

RECOVERY OF ARCHITECTS' CHARGES.

In the case of *Abraham v. Wyld*, tried some time since, plaintiff, who was the defendant's architect, brought an action to recover 492l., for designing, making estimates for, and superintending the erection of the building recently erected in the area of Leicester-square, for exhibiting the defendant's "Model of the Earth."

The plaintiff, by his particulars, amongst other things, claimed 5l. per cent. on the actual outlay, which was computed at 5,500l., and 2½ per cent. upon buildings which had been contemplated, but not carried out.

It appeared, from the statement of the plaintiff's case, that the defendant first applied to Mr. Welsh to supply him with the necessary drawings, &c. This Mr. Welsh did, and proceeded to carry them out, upon this understanding that the building was not to cost more than 1,500l. The contract was, however, ultimately taken by Mr. Myers, at 1,888l.

In the first instance the plaintiff assisted as a friend, but ultimately Mr. Welsh gave up the matter, and defendant retained the plaintiff as the sole architect, who, with some slight modifications, carried out Welsh's plans, but made a fresh set of drawings: he also superintended the erection of the present building. The plaintiff also designed buildings to cover the whole internal area of the square. The side buildings the defendant proposed to let as theatres; and the plaintiff estimated that the whole of these buildings would cost 11,500l.

Edward Welsh proved the employment of the plaintiff; in cross-examination said,—My instructions were not to exceed 1,500l.; my commission was calculated on 1,888l. which included my charge for all the drawings. I never contemplated the wall surrounding the building; it is of no use to the globe, and is a costly work. My charge was half the usual one. The commission is calculated on the actual cost, notwithstanding the architect is out by 150l. per cent. in his estimate. (The learned judge here interfered, and said it was immaterial what the usage of the Profession was as to excess, for the law would not sanction an architect's charges of commission upon an excess in the amount of an estimate arising from incompetence).

The plaintiff.—I am an architect, carrying on my profession in Great George-street, Westminster. I am the projector, &c. of Victoria-street, Westminster. I was informed by the defendant that he was about to carry out a scientific work, and he showed me the models. I afterwards saw Welsh, and was asked by both to give my opinion. I refused at first, but afterwards gave Welsh a design for a truss which I thought necessary. I furnished it gratuitously. I heard no more of the matter until the defendant informed me he was in a difficulty with Welsh, who could not carry on the work rapidly enough. I said I could not interfere unless I was appointed the consulting architect; this was done by letter (which was read). Welsh afterwards abandoned the work on payment of a sum of money. The business was much pressed upon me. There were to be four theatres, one at each angle; the work was to be done quickly, to cover the whole square, and to proceed so rapidly as to forestall an injunction by the inhabitants of the square. I afterwards made drawings and plans, and prepared

the contract, but the haste was so pressing, that I had not time to take out the quantities, so that a schedule of prices was affixed to the specification. A resistance was made by the occupants of the square, and the scheme was partly abandoned. The wall was necessary according to the requirements of the Metropolitan Buildings Act, the theatre being then in contemplation. I have all the drawings for the larger buildings, with an estimate for all, which amounts to 7,000l.

At this period of the examination, the defendant's counsel interposed, and said that it might have some trouble if he at this time stated the defendant's points of defence, which were shortly—1st. That the original contract was 2,000l., and that by reason of alterations, &c., it cost 5,500l.; 2nd. That no proper working drawings were supplied; 3rd. That no instructions were given for the drawings of the theatres, &c.; 4th. That there was no adequate superintendence by the plaintiff; and, 5th. That certain separate items in the plaintiff's bill of particulars were included in the commission.

In cross-examination plaintiff said—I thought Welsh's plan could be carried out with an addition of 250l. The defendant said he would lay out only 2,000l., whereupon I refused to have any thing more to do with the matter. The casing of the globe was of wet timber. Timber always shrinks from plaster. Attended generally three or four times a day, and sometimes up to twelve o'clock at night.

Mrs. Parkes, proprietor of the Panorama of Hindostan, in Baker-street Bazaar, showed she was in treaty for one of the theatres contemplated.

The plaintiff was here further examined, and he stated:—It is a rule among architects that they shall draw on their own account, when the builder draws an instalment; this is, however, seldom pressed. The usual course of practice is, that the quantities are taken out by a competent person for the builder to contract by. The architect does not pay the cost, but the client. The contract in this instance, however, was special, as the defendant employed his own surveyor and an umpire to settle differences between surveyors. Ordinarily, however, a surveyor is not appointed besides the architect.

Mr. Myers.—I am a builder. I made a tender for the defendant's building in Leicester-square. I entered into a contract (contract read) for 2,000l. which does not include the whole works; they were to be determined by a schedule of prices. I believe the actual amount will be a little over 6,000l. I have been paid 1,500l.

Clerks of the plaintiff gave evidence that they attended.

Josiah Hunt.—I am a surveyor. I took out quantities on behalf of Myers. Lansdowne is defendant's surveyor. The amount will come out somewhere about 5,500l. The globe is cracked, I have heard. The roof lets water because of broken slates. The work is executed in the very best manner.

The plaintiff then called the two following witnesses to prove that the plaintiff claimed the usual charges.

Mr. Porter, architect, said,—The customary and proper charge is 5l. per cent. upon the 5,500l. It is the lowest that could possibly be made for such work. Two-and-a-half per cent. is a fair charge upon abandoned plans. The 5l. per cent. includes superintendence. The two-and-a-half per cent. does not.

Cross-examined.—The two-and-a-half per cent. includes estimate. It is usual to charge upon the extras—such is the established practice.

Mr. Donaldson was called, and he corroborated the preceding witness.

The plaintiff's case having been concluded, Mr. Phinn, on behalf of the defendant, moved that the plaintiff be nonsuited. His grounds were, that the particulars were for commission, which, according to the usage of the profession, was not payable until the amount of all expended moneys had been ascertained, which was not yet done, and that the money paid into Court amply covered all the contemplated works which were not carried out. Mr. Justice Erle, however, said that the evidence was capable of another construction, and that he should leave alternative propositions to the jury.

Mr. Phinn, when he addressed the jury on behalf of the defendant, urged upon them that the defendant was justified in bringing this matter before a jury, for although the subject of the remuneration of architects had often been discussed, yet the principle was to some extent unjustifiable. That up to the present time it has never been ascertained what is to be paid to the plaintiff, as the surveyors have not yet agreed upon the amount to be paid to Myers. He said that the roof admitted water, that the galleries oscillated in a fearful manner, that the joints were not of sound materials, and that, because of the consequent cracking of the plaster,

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